

## Keep Up a Bold Front.

Keep up a bold front in the battle around you.  
And keep up your courage.  
Never bend the knee, for the future you suffer.  
The future comes but once.  
Keep your head above water; strike outward; and over  
your better half in the strife.  
Keep a bold front to the sunset; and never  
believe the struggle of life.  
Never bend the knee; never strike outward; and over  
your better half in the strife.  
Keep a bold front to the sunset; and never  
believe the struggle of life.

## Variety.

High time—A church clock.  
A week confusion—Saturday night.  
How to find a girl out—Call when she isn't  
in.  
The place for proof-readers—The house of cor-  
rection.  
Who is the largest man?—The lover; he is a  
man of tremendous size.  
Josh Billings says: "I enjoy a good rep-  
utation, give publicly and steal privately."  
Why are your sidewalks so winter like music?  
—If you do not C sharp you will be flat.  
A gentleman who had been struck by a young  
lady's beauty has determined to follow the in-  
junction, and "kiss the red that smote him."  
And thus they went foot and foot together—  
Two sides with but a single squeak.  
Rings that clasp as one.  
It had been observed that we often hear of a  
man being in advance of his age, but we have  
never heard of a woman being in the same pre-  
dicament.  
Said a poor patient to Albernethy, "I can't lie  
down, stand, nor sit, without pain." "There's  
nothing left for you, then," said the M. D., "but  
to—be hanged!"  
Confess says, they who know the truth are  
not equal to those who love it; and they who love  
it are still below those who find delight in the  
practice of it.  
"Mr. Smithers, how can you sleep? The sun  
has been up these two hours." "Well, what if it  
has?" said Smithers. "He goes to bed at dark,  
while I'm up till after midnight."  
"Thank You—Fond wife: "John, dear, be sure  
and don't waste your money on railway assurance  
tickets." Husband (a commercial): "Why, my  
love? Fond wife: "Because you are never lucky  
enough to be a collision!"  
"Ah, Sam, so you've been in trouble, have  
you?" "Yes, Jim, yes." "Well, well, cheer up  
you; adversity tries us, and shows up our best  
qualities." "Ah, but adversity didn't try me, it  
was an old woman of a judge, and he showed  
up my worst qualities."  
"Now, then," said a physician cheerily to a  
patient, "you have got along far enough to induce  
in a little animal food, and—" "No you don't  
doctor," interrupted the patient; "I've suffered  
enough on your gray and slops, and I will starve  
sooner than to begin on you and date."  
"Why, Jimmy," said one professional brawler to  
another, "are you going to knock off already? It's  
only two o'clock." "No, you mutton head," re-  
sponded the other, who was engaged in unbuck-  
ling his crutch. "I'm only going to put it on the  
other knee. You don't suppose a fellow can beg  
all day on the same leg, do you?"  
A doctor and preacher met on the street the  
other day, and commenced bandying words about  
physical prowess. The preacher said one blow  
from his fist would show the doctor what "blow  
man" was. The doctor replied that if the preacher  
wanted to learn a cheap method of "spreading the  
gospel," he advised him to run against his fist.  
A stranger who was eating a piece of pie in a  
restaurant Saturday, struck his teeth against  
something hard, and presently held up a 2-cent  
piece and exclaimed, "Here, you—here's 2 cents  
which I found in this pie!" "Well, I'm sorry it  
isn't fifteen," replied the waiter, "but the fact is,  
times are so hard we can't do any better just  
now!"—Detroit Free Press.

A sailor's wife at Portpatrick had just received  
intelligence that her husband had perished at sea.  
She was visited by a neighbor, who sympathized  
with her on her loss, and expressed a fear that  
she would be poorly off. "Deed will I!" said  
the widow. "But he did he could form; he  
saved me the expense of his burying!"  
One of the stories told of Moliere's time is of  
a preacher, who, having to celebrate a certain an-  
nual day, delivered the following sermon: "My broth-  
ers, it is to-day, the feast of St—". On this  
day, last year, I told you all I knew about him.  
I have not heard that during the last twelve  
months he has distinguished himself in any way  
whatever. I have, therefore, nothing more to  
add."

A doctor went out West to practice his profes-  
sion. An old friend met him on the street, one  
day, and asked him how he was succeeding in his  
business. "First-rate!" he replied. "I've had  
one." "Well, and what was that?" "It was a  
bird!" said the doctor. "How did you succeed  
with that?" "Well, the old woman died, and the  
child died. But, by the grace of God! I'll save  
the old man yet!"

Rev. Joshua Brooks, of Manchester, was a  
clergyman, of irritable temper. The churchyard  
was surrounded by a low parapet, with sharp ridged  
coping, to walk along which required nice balanc-  
ing of the body, and was one of the favorite feat-  
ures of the neighboring boys. The practice greatly  
amused Joshua; and, one day, while reading the  
burial service at the grave side, his eyes caught  
a chimney-sweep walking on the wall. This caused  
the eccentric clergyman, by abruptly giving an order  
to the sexton, to make the following interpolation in  
the solemn words of the funeral service: "And  
I heard a voice from Heaven, saying—Knock that  
black rascal off the wall!"

Selling berries by the foot is a new idea, the  
offspring of a Milwaukee girl's brain. The young  
lady, who was on a marketing expedition, desired  
to purchase some berries wherewith to add zest  
to her evening repast, but she wouldn't trust the  
fraudful little boxes which the grocers with pleas-  
ing fiction called "quarts." She wanted full Scrip-  
tural measure, and proposed to the dealer to adopt  
her idea as the standard of quantity. Visions  
of Cinderella floated through the huckster's brain,  
and in a moment of forgetfulness the deluded  
man accepted the proposition. Off came the  
shoe, and in went the berries. Box followed box,  
until the dealer, with sadness in his eyes and half  
his stock in the girl's shoe, gently waved his pur-  
chaser away, and closed up his shop.

Supreme Court of the Hawaiian  
Islands—Jan. Term, 1875.MARK P. ROBINSON vs. ROBERT E. HINDS.  
HARRIS and JUDG. J. J.In Banco, on defendant's exceptions from Oc-  
tober Term, 1874.Mr. Judd delivered the opinion of the Court.  
This was an action brought to recover freight  
on defendant's goods transported on the plaintiff's  
schooner from Honolulu to Kohala, Hawaii, and  
delivered to defendant. The bill of exceptions  
claims that the Court erroneously charged the  
jury as follows:

First, "To the effect that the non-juror of  
Samuel C. Allen, who was a part owner of the  
schooner Mary Ellen, on the 7th day of April,  
1874—the date of the memorandum for carriage  
of certain freight, signed by Walker & Allen—  
did not affect the plaintiff's claim for freight trans-  
ported after the said Allen transferred his interest  
and plaintiff was the sole owner of said schooner."  
Second, "That the memorandum of agree-  
ment for carriage of freight, did not show  
necessarily an entire contract, but was several in  
its terms."  
Third, "That it was for the jury to say  
whether the contract was made with Mark P.  
Robinson (the plaintiff's) agent, as with agents or  
principals, and further that if made with agents  
as agents solely, no objection could be made to the  
non-juror of Allen except as to the items  
previous to Allen's transfer; whereas the Court  
should have instructed the jury that it was for  
them to say whether the contract was made with  
Walker & Allen while one of the firm was a part  
owner."

The following evidence is certified up: There  
was evidence of the plaintiff of an advertised  
newspaper notice, that Walker & Allen were  
agents of the schooner Mary Ellen, on which the  
defendant's goods for which the freight is claimed  
were shipped to him and from which they were  
delivered to him; also that said schooner was  
owned by the plaintiff and said Allen in the  
shares of two-thirds and one-third until May 5th  
last, when the plaintiff became sole owner by bill  
of sale that day recorded at the custom house.

That the freight for goods taken on the said  
schooner up to May 5th, for the defendant,  
was \$875. That T. H. Davies, the defendant's  
agent in Honolulu, who shipped or ordered said  
goods, was aware that Walker & Allen shipped  
or would ship them on the Mary Ellen. That  
the defendant after receipt of said goods ac-  
knowledgeed the bill of freight to be correct and  
directed its settlement by his said agent by cer-  
tain letters which are on file in the case. That  
said bill was charged to the defendant only, on  
said Walker & Allen's book of schooner accounts,  
which was kept distinct from their other accounts,  
and that it was the custom to charge freight to  
consignees. That said Davies had a private claim  
for goods sold to said Walker & Allen, as shown  
by his account on file in the case, in which it ap-  
pears that he took Walker & Allen's promissory  
note, dated March 20th, 1874, payable in three  
months, on said account, and that this note had  
never been presented for payment nor had de-  
mand been made for payment of his said account.

There was no evidence that the plaintiff was  
indebted to Davies or to the defendant, that  
Walker & Allen were indebted to the defendant,  
or that the defendant was indebted to Davies.

The Court instructed the jury that if Davies  
contracted with Walker & Allen as agents of the  
schooner, he did not contract with them as own-  
ers, and the owner may recover freight, and  
Davies cannot offset against the owner his private  
account against the agents. That the consignee  
and knows owner of the goods, if he receives  
them, could in that case be made responsible for  
the freight. That it was for the jury to answer  
the question whether Hinds in writing promised  
to pay July 7th; if he did, even allowing it to be  
to pay another man's debt, he is responsible.  
That Davies, acting as Hinds' agent, cannot off-  
set his debt against Hinds, although if the ac-  
count had been rendered July 1 to him, by Walker  
& Allen, and balance struck so that it was  
settled, it would be otherwise."

The memorandum of agreement for carriage of  
the freight referred to above is as follows:

MEMORANDUM OF FREIGHT ON MR. HINDS' MACHINERY  
1 Steam Engine complete with fly wheel.  
2 Steam Boilers—\$100 each. \$200 00  
1 Steam Chest, 2 Spr. Wheels, 2 P-  
lows, 2 Pillow Blocks, 1 Sole Plate, 2  
Shafts for gearing, 2 Half Couplings,  
Engine & Axle Lamps, 2 Packages  
Smokestack—balance of machinery as  
specified. 125 00

For the lot. \$325 00  
Any further machinery to be the subject of special  
agreement. Ordinary freight, iron, sheet  
iron, etc., at \$5 per ton.  
It is understood that all machinery is to be the  
subject of special agreement.  
20 bbls. lime, 20 bbls. cement—included in the  
above machinery.  
2,000 fire bricks.

WALKER &amp; ALLEN.

Honolulu, April 7th, 1874.

BY THE COURT: It is claimed that as Allen  
was a part owner in the schooner at the time of  
signing the memorandum of contract, the action  
should have been brought in his name. We do  
not think so. The owners of a vessel being such  
at the time the freight money is earned, are  
entitled to receive it, and they only can recover  
it in an action; that is to say, the avails of the  
contract of affreightment (which becomes com-  
pletely executed when the goods are delivered,) go  
to those who perform the contract, the owners  
of the vessel.

This is not the case of a ship being bound by  
charter or contract of affreightment, and during  
the voyage in performance of the contract is sold;  
in which case the vendor would have to bring an  
action in his own name for a breach. 1 Parsons,  
Mar. Law p. 214. For in the case before the  
Court the goods for which freight is claimed were  
transported after the sale of Allen's interest, and  
Walker & Allen's contract bound only the owner  
who was such at the time the goods were trans-  
ported—the plaintiff Robinson; and the direc-  
tion of the Court to the jury was correct, to the  
effect that the plaintiff might have his action for  
the freight on the goods transported after Allen  
had sold his interest, and that therefore the non-  
juror of Allen did not affect Robinson's claim  
for such freight; in fact, it might have been a  
misjoinder to have put in Allen as a party plain-  
tiff for any part of the amount claimed, except  
the sum of \$875 earned before 5th of May, 1874,  
(and while he was still part owner).

There is nothing in the contract to show that  
it was not severable as to its terms.  
This contract if it was made by Walker & Al-  
len as agents for the owners, bound the owners  
of the vessel; it made no difference if Allen was

a part owner at the time; the copartnership or  
firm of Walker & Allen might act as agents for  
the owners. The fact of Allen's being a part  
owner and at the same time a member of the  
firm of Walker & Allen, did not make Walker &  
Allen principals in the transaction, and it was  
very properly left to the jury to find as a fact in  
the case whether or not Walker & Allen acted  
as agents for the owners in signing the memoran-  
dum of contract.

It was not necessary for Walker & Allen, in  
order to bind the principals, (this being a simple  
contract,) to use their principal's name in signing.  
S. Pick. p. 56.  
Exceptions overruled.

A. S. Hartwell for plaintiff; R. H. Stanley for  
defendant.CHAS. C. HARRIS,  
A. FRANCIS JUDG.

Honolulu, January 25th, 1875.

THOMAS SPENCER vs. EDWARD P. ADAMS.  
Assignee of Walker & Allen.

Before Mr. Justice Judd. Jury waived.

This is an action of assumpsit to recover  
\$1,349.07 money had and received by the de-  
fendant to the plaintiff's use; to wit, \$715.96 net  
proceeds of certain sugar; and \$633.11, an amount  
paid to defendant by Bishop & Co.

I find the following facts to be established:  
On the 8th day of June, 1874, the firm of Walker  
& Allen made a voluntary assignment of their  
property for the benefit of their creditors to  
E. P. Adams, the defendant. On the 10th  
day of June the banking house of Bishop & Co.  
paid to the defendant, as assignee aforesaid, the  
said sum of \$633.11, balance cash available of a lot  
of sugar from the plantation owned by plaintiff,  
consigned by him to Walker & Allen, his agents,  
and by them delivered to Bishop & Co. Bishop  
& Co. had made advances of money to Walker  
& Allen for pay orders drawn by the plaintiff,  
and received the sugar to discharge the indebtedness,  
and received more sugar than was necessary for  
the purpose, and paid the proceeds of this excess  
over as above stated. At the date of this sale  
of sugar to Bishop & Co., T. Spencer, the plain-  
tiff, owned Walker & Allen over \$70,000, say  
\$40,000, of indebtedness which had been put into  
the shape of promissory notes in favor of Walker  
& Allen, made by the plaintiff, and secured  
by several mortgages on plaintiff's plantation, and  
these notes had been endorsed over to third parties  
by Walker & Allen as collateral security for  
their own notes, and the mortgages securing  
Spencer's notes had been assigned to the endorsees  
of the notes.

Now, as to the rights the mortgages may  
have under these mortgages to the sugar man-  
ufactured on the mortgaged estate, it is not neces-  
sary for me to decide in this case; the plaintiff  
Spencer cannot raise this question. Spencer's  
consignment of the sugar to his agents, Walker  
& Allen, who were also his creditors, (whether  
secured creditors or not is immaterial,) was a  
voluntary, and whether the proceeds be applied  
to the payment of his orders (as it appears the  
proceeds of the sale to Bishop & Co. were), or  
whether they were paid over to E. P. Adams,  
the assignee of Walker & Allen, his creditors, is  
a matter immaterial to him. This is not the suit  
of the mortgages, and their claim to this sugar  
cannot be raised here. Spencer's preference of  
Walker & Allen over other creditors is not a  
matter which he can question.

In regard to the second transaction, I find that  
on the 8th of July, Spencer, then being in Hon-  
olulu, in consideration of defendant's agreement  
not to attach the rest of his sugar, gave to the  
defendant (as assignee of Walker & Allen) an  
order on his manager at the plantation for eleven  
bags of one hundred and eighty-five bags of  
sugar; and on the 12th July the sugar so sent  
by plaintiff, was received by defendant, and the  
proceeds are \$715.96.

This was clearly a voluntary payment by Spen-  
cer towards his indebtedness to Walker & Allen,  
and I know of no principle of law on which he  
can recover it back.

Let judgment be entered for the defendant with  
costs.A. FRANCIS JUDG,  
Justice of the Supreme Court.  
R. H. Stanley for plaintiff; A. S. Hartwell for  
defendant.

Honolulu, January 30th, 1875.

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BANK OF CALIFORNIA, : : : LONDON

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S. H. CASTLE, J. B. ATHERTON, J. P. COOKE

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MEDIUM. —ALSO—  
Best Quality Ash Oars,  
10 to 22 feet. For sale by  
BOLLES & CO.Little Neck Clams, or Quahaugs,  
FROM THE PACIFIC, J. H. DOXER,  
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Clothing, Hats and Caps,  
FURNISHING GOODS, &c., &c., &c.HIDES! The Highest Price paid for GREEN  
and DRY HIDES. 465-1y  
Also—FURS and COFFEES!Washington Meat Market,  
Next door to Love's Steam Bakery, Nuuanu Street, Honolulu.  
P. W. DUNN, Proprietor.  
Beef, Mutton and Veal of the Best Quality.  
Also, Salt Pork, Salt Beef, Superior Pork Sausages, always  
on hand and sold at the Lowest Market Prices.  
Meats delivered to all parts of the City. 1yBARTLETT SALOON,  
—BY—  
WILLIAM HUGHES,  
Corner of Hotel and Fort streets.THE CHOICEST AND BEST OF ALLEN,  
WINE AND SPIRITS always to be found at the Bar.  
492-1yHONOLULU IRON WORKS CO.,  
STEAM ENGINES, Sugar Mills,  
Machinery, and all kinds of Iron and Steel Work.  
Machinery of Every Description,  
—Made to Order.—  
Particular attention paid to Ship's Blacksmithing.  
—JOHN WORK executed on the shortest notice. 505-1yNOTICE.  
We notify our friends and all others that we are  
interested in FELLOWS' CONFINEMENT,  
that he has now on hand and for sale  
1000 CLEAN KEROSENE LAMP GLASSES  
For Tallow or Oil.  
Also, very superior Eastern Pine MOLASSES BARKERS  
all ready for use. Also, OAK BARRELS AND TUBS  
for packing Beef, other CANNED and DRY GOODS for sale  
At the Old Stand Corner of King and Bethel  
Streets. JAMES L. LEWIS.  
486-1yHAWAIIAN SOAP WORKS,  
GREY & CO.,  
Manufacturers and Dealers in  
ALL KINDS OF SOAPS!  
Lele, King St., Honolulu.  
BEER, MUTTON AND GOAT TALLOW WANTED.  
Orders and Bills left at IRA  
RICHARDSON'S Boot and Shoe  
Store, will meet with  
prompt attention. 521-1yI REG TO INFORM MY CUSTOMERS AND  
MOVED MY BUSINESS TO FORT STREET  
No. 62,  
IN WILLIAMS' FIRE-PROOF BUILDING.  
WHERE  
I shall keep a Large and Extensive Stock  
—OF—  
Fine Jewelry, Watches, Diamonds,  
Solid Silver-ware,  
Best Plated Ware, Clocks!  
FANCY JEWELRY, &c.  
I also beg to state that I have engaged a competent  
Watchmaker. 488-1yON THE MOST  
Liberal Terms and Satisfaction Guaranteed  
I will add that I mean to continue business on the same  
liberal principle as I have done before.  
Thanking the public for favors shown me so far, I solicit  
a continuance of the same. 488-1y  
CHAS. ECKART.ANCHORS.  
ENGLISH IRON-STEEL ANCHORS—WEIGHT  
From 100 lbs. to 4000 lbs. For sale by  
BOLLES & CO.20,000 Chinese Fire Bricks  
RECEIVED PER BARK EDWIN JAMES  
For sale by  
BOLLES &